

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

ERICK MOISES LUCAS RAMIREZ, et al.,) Case No.: 1:22-cv-01623 JLT SKO
Plaintiffs,)
v.) ORDER ADOPTING IN FULL THE FINDINGS
MICHAEL COOKSON CONSTRUCTION,) AND RECOMMENDATIONS GRANTING IN
INC. and MICHAEL SHERMAN COOKSON,) PART AND DENYING IN PART PLAINTIFFS'
Defendants.) MOTION FOR DEFAULT JUDGMENT
(Docs. 12, 20)

Plaintiffs Erick Moises Lucas Ramirez, Isidro Jeronimo Gomez, and Diego Matzar Mendez (collectively, “Plaintiffs”) allege they were employed by Michael Cookson Construction (“MCC”) and its alter ego Michael Sherman Cookson (collectively, “Defendants”) as drivers and general laborers from June 2020 to August 2022. (Doc. 1 ¶¶ 13–23.) On December 20, 2022, Plaintiffs filed this lawsuit alleging that during their employment Defendants violated various federal and state labor laws, including failure to pay minimum wage and overtime, failure to pay waiting time penalties, failure to provide rest breaks, and failure to provide complete wage statements. (*Id.* ¶¶ 24–180.)

On February 15, 2023, Cookson was personally served with this lawsuit, and MCC was served through its registered agent, Cookson. (*See* Docs. 5, 7.) Neither defendant filed an answer nor took any action indicating that they intend to defend the suit.

Plaintiffs requested entry of default against Defendants on March 28, 2023, which was entered

1 by the Clerk of Court that same day. (See Docs. 9 & 10.) On May 11, 2023, Plaintiffs filed a motion for
2 default judgment pursuant to Fed. R. Civ. P. 55(b)(2). (Doc. 12.) No opposition to the motion was filed.
3 (See Docket.)

4 On July 25, 2023, the assigned Magistrate Judge issued findings and recommendations, in
5 which she recommended that the Court grant in part and deny in part the motion for default judgment,
6 reduce the amount of damages claimed for Plaintiffs' unpaid minimum wage claims, and reduce the
7 hourly rate of Plaintiffs' attorney. (Doc. 20 at 11–12, 14.) The magistrate judge also recommended that
8 (1) judgment be entered against MCC and Cookson; (2) Ramirez be awarded the following damages:
9 \$23,660 in unpaid wages; \$23,660 in liquidated damages; \$6,000 in waiting time penalties; \$38,808 for
10 failure to provide rest and meal periods; and \$4,000 for failure to provide complete and accurate wage
11 statements; (3) Gomez be awarded the following damages: \$1,440 in unpaid wages; \$1,440 in
12 liquidated damages; \$6,000 in waiting time penalties; \$45,000 for failure to provide rest and meal
13 periods; and \$4,000 for failure to provide complete and accurate wage statements; (4) Mendez be
14 awarded the following damages: \$1,440 in unpaid wages; \$1,440 in liquidated damages; \$6,000 in
15 waiting time penalties; \$45,000 for failure to provide rest and meal periods; and \$4,000 for failure to
16 provide complete and accurate wage statements; and (5) Plaintiffs be awarded their attorney's fees and
17 costs in the amount of \$3,315.00. (*Id.* at 15–16.)

18 The findings and recommendations contained notice that any objections were to be filed within
19 21 days after service. (See *id.* at 16.) More than 21 days have passed and no objections to the findings
20 and recommendations have been filed.

21 According to 28 U.S.C. § 636 (b)(1)(C) and *Britt v. Simi Valley United School Dist.*, 708 F.2d
22 452, 454 (9th Cir. 1983), this Court conducted a de novo review of the case. Having carefully reviewed
23 the matter, the Court finds the findings and recommendations are supported by the record and proper
24 analysis. Based upon the foregoing, the Court **ORDERS**:

25 1. The findings and recommendations filed July 25, 2023 (Doc. 20) are **ADOPTED IN
26 FULL**.

27 2. Plaintiffs' motion for default judgment against Michael Cookson Construction and
28 Michael Sherman Cookson (Doc. 12) is **GRANTED IN PART AND DENIED IN PART** as to

1 Claims 3, 4, 9, 10, 15, and 16, and **GRANTED** as to all other claims.

2 3. Plaintiffs' request for attorney's fees and costs is **GRANTED IN PART AND**
3 **DENIED IN PART** as set forth above.

4 4. The Clerk of Court shall enter **JUDGMENT** against Michael Cookson Construction
5 and Michael Sherman Cookson, jointly and severally, in the following amounts:

6 a. To Ramirez: \$23,660 in unpaid wages; \$23,660 in liquidated damages; \$6,000
7 in waiting time penalties; \$38,808 for failure to provide rest and meal periods; and
8 \$4,000 for failure to provide complete and accurate wage statements;

9 b. To Gomez: \$1,440 in unpaid wages; \$1,440 in liquidated damages; \$6,000 in
10 waiting time penalties; \$45,000 for failure to provide rest and meal periods; and \$4,000
11 for failure to provide complete and accurate wage statements;

12 c. To Mendez: \$1,440 in unpaid wages; \$1,440 in liquidated damages; \$6,000 in
13 waiting time penalties; \$45,000 for failure to provide rest and meal periods; and \$4,000
14 for failure to provide complete and accurate wage statements; and

15 d. To all Plaintiffs: \$3,315.00, representing attorney's fees and costs.

16 5. The Clerk of Court shall **CLOSE** this case.

17
18 IT IS SO ORDERED.

19 Dated: August 23, 2023


UNITED STATES DISTRICT JUDGE